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## LEASE PURCHASE ADDENDUM NO. ONE

INTERSTATE COMPANIE OF the minimum of

THIS ADDENDUM is entered into the 29th day of December, 1993 between MetLife Capital Corporation ("Lessor") whose mailing address is C-97550, Bellevue, Washington 98009 and Morrison Knudsen Corporation ("Lessee") whose address is 720 Park Boulevard, Boise, Idaho 83729.

Lessee has requested to sell to and lease back from Lessor the following items of personal property (individually, an "Item" and, collectively, the "Equipment") for the prices and for delivery as follows:

Name and Address of Supplier	Quantity	Complete Description of Equipment	Price
' Cantill		(New unless otherwise specified) See Attached Schedule, [ ] check if applicable	
	Ten (10)	Refurbished SD40M-2 Locomotives per the attached Schedule A.	\$5,500,000.00
		TOTAL PRICE	
		TOTAL PRICE FED. EXCISE TAX TRANSPORTATION	\$5,500,000.00 \$n/a \$n/a

Date Delivery Expected:	elivery as specified by Lessee		e TOTAL COST: \$5,500,000.00	
	Street	City	County	State
SHIP TO				
LESSEE AT:	720 Park Bo	ulevard, Boise, Idaho 83729		

Lesses and Lessor AGREE that subject to the conditions and agreements herein and in the Master Lesse referred to below (i) Lesser shall lesse the Equipment to Lesses, and (ii) Lesses shall lesse the Equipment from Lessor and perform and comply with the provisions of this Agreement.

Certain Definitions and Stipulations:					
Purchase Cut-Off Date:	March 31	. 1994			
Particular Lease Terms:			_		
Length of Basic Term:	Sixty	(60)	menths		
Interim Rontal Rate: One	11%   pert	entage point(s	above Chesc	Manhatten Bank's Prime Ra	ite
Periodic Rental Rate (for e	ach installments	5.01783 p	creent (%) of	Lessor's Ocet of the Equipm	ent
Payment Schedule: ser	ni-annually <u>in ar</u>	ears upon leas	se closing		

#### Purchase, Sale and Renewal Options:

With respect to any option of Lessec to sell the Equipment, Lessec shall, prior to the time of such sele or as a condition of such sale, place the Equipment in the condition required under Section 19, Surrender, of the Master Lease.

- (a) On the last date of the Basic Term, Leases may purchase for cash all but not less than all of the Equipment then under loose for a price equal to \$4.48% of Equipment Cost.
- (b) If Lessee sleets not to purchase the Equipment pursuant to (a) above, then Lessee shall have the option to sell the equipment in a commercially reasonable manner, or, of Lassor's option, assuming Lessee has exercised its option to sell, the Equipment will be sold by Lesser as agent for Lessee. In no event will Lessee sell the Equipment for less than 20% of Equipment Cost witness Lessor's prior written consent. All not proceeds of sale shall be paid to Lessor; provided however, that if the net proceeds of sale exceed 84.43% of Equipment Cost, such excess shall be paid to Lessee; provided further however, that if the net proceeds of agis are less than 84.48% of Equipment Cost, Lessee shall pay to Lessor the difference to a maximum of 89.845% Equipment Cost.
- (c) If neither ourchase or sele options are exercised in accordance with Sections (a) or (b) above, then on the last date of the term the Lease will be renewed for a period of sixty (60) months at a routal payment equal to 5,01783% of Equipment Cost payable monthly in advance.
- (d) Assuming the Lease is renewed pursuant to (c), on the last date of such first renewal term, Leason shall have the option to purchase all but not less than all of the Equipment then under Lease for a price equal to 62.144% of Equipment Cost.
- (e) If Lessee does not exercise the purchase option referred to in Section (d) above, Lessee shall have the option to sell the equipment in a commercially reasonable menner, or at Lesson's option, assuming Lessee has exercised its option to sell, the Equipment will be sold by Lesson's as egent for Lessee. In no event will Lessee sell the Equipment for less than 18% of Equipment Cost without Lesson's prior written consent. All not proceeds of sale shall be paid to Lesson; provided however, that if the net proceeds exceed 62.144% of Equipment Cost, then have posses; provided further however, that if the net proceeds are less than 62.144% of Equipment Cost, then lessee shall pay the difference to lesson to a maximum of 49.865% of Equipment Cost.
- (f) If neither purchase or sale options are exercised in apportance with Sections (d) or (e) above, then on the last day of the term the Lease will be renewed for a period of sixty (60) months at a rental payment equal to 5.01783% of Equipment Cost.
- (g) Assuming the Lease is renewed pursuant to (f), on the lest day of such second renewal term, Leases shall have the option to purchase all but not less than all of the Equipment then under Lease for a price equal to 30% of Equipment Cost.
- (h) If Lessee does not exercise the purchase option referred to in Section (g) above, then Equipment will be sold by Lessee, or at Lessor's option by Lessor as egent for Lessee, in a commercially reasonable manner, but in no event will Lessee sell the Equipment for less than 15% of the Equipment Cost without Lessor's prior written consent. The net proceeds of sale shall be paid to Lessor; provided however, that if the net proceeds acceeds 30% of the Equipment Cost, then the excess shall be paid to Lessee; provided further however, that if the net proceeds are less than 30% of the Equipment Cost, then Lessee shall pay the difference to Lessor to a maximum of 20.967% of Equipment Cost.

Premises where Equipment will be kept: The Equipment is rolling stock to be used
throughout the United States and, with notice to
Lessor, in Canada.

Santiferance.	Deguired	

Liability. Not less than \$5,000,000,00 Combined Single Limit Liability insurance, including bodily injury and death

property damage, naming Lessor as additional insured,

Physical Damage. Not less than \$5,500,000.00 All risk physical damage insurance, including loss by burglary, theft, and malicious mischief, for full replacement value of the equipment, naming Lossor as lose payee.

Other: N/A

If at any time during the fifth year or at the end of the Basic Term or prior to the end Yield Maintenance Premium: of any Renewal Term Lesses elects to exercise its purchase or sals rights under the "Purchase Option" or "Sale of Equipment" sections, or if Lessee otherwise elects to retire the outstanding lease balance, then Lessee may be required to compensate Lessor for any yield deficiency resulting from merket interest rate fluctuations.

The Yield Maintenance Amount (YMA) is determined by (i) calculating the decrease (expressed in bacic noints) in the current weekly average yield of Soven (7) Year U.S. Treesury Notes ("Treasury Note Rate") (as published in Federal Reserve Statistical Rolease H.15[519]) from November 2, 1993 to the termination date, (ii) dividing the difference by 100, (iii) multiplying the result by the applicable premium factor shown below, and (iv) multiplying the product by the Purchase Option Amount (if the lease is terminating at the end of the Basic Term or the First Renewal Term) or the cutstanding lease balance (if the lease is terminating at any other time). In the event that the Treasury Note Rate either remains the same or increases from November 2, 1993 to the termination date, no YMA shall be payable.

#### YMA Premium Factors

During Fifth Year of Basic Term	.024
End of Basic Term / During First Year of First Renewal Term	.019
During Second Year of First Renewal Term	.014
During First Year of Second Renewal Term	.010
During Second Year of Second Renewal Term	.005

On the date of termination, Lessee shall pay Lesser the total of (i) Periodic Rental due on that date and all other amounts due hereunder, (ii) the Purchase Option Amount (if the lease is terminating at the end of the Basic Term of the First Renewal Term) or the outstanding lease balance (if the lease is terminating at any other time) (iii) the YMA, if applicable.

Lessor and Lessee are entering into or have entered into a Master Lease Purchase Agreement ("Master Lease") dated December 29th, 1993. All of the terms, conditions, agreements and provisions of the Master Lease are incorporated herein by this reference and constitute a part of this Addendum. If there shall be any conflict between any provision of the Master Lease and a provision of this Addendum, the provision of the Addendum shall govern-

Lessor's Disclaimer Lessee acknowledges and agrees that it has soleated both the Equipment of the type and quantity which is the subject of this Addendum and the supplier from whom Lessor purchased the Equipment. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, CONDITION, QUALITY, WORKMANSHIP, OR THE SUITABILITY, ADEQUACY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT OR AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY DELAY IN DELIVERY SMALL NOT AFFECT THE VALIDITY OF THE MASTER LEASE OR THIS ADDENDUM. THE LESSEE understands and agrees that neither the supplier nor any salesman nor any agent of the supplier is authorized to Walve or alter ony term or condition of the Master Lease or this Addendum, and no representation as to the Equipment or any other matter by the supplier shall in any way affect Lessee's duty to pay the rent and parform its obligations as set forth in the Master Lease or this Addendum, Lessor shall not be liable to Lesses for Incidental, consequential, or indirect damages or for any act, neglect omission, breach or default by Lessor or any third party.

This Lease Purchase Addendum No. One may be executed in counterparts for convenience of the parties, each such counterpart, when taken together, to be deemed as one and the same addondum.

tremsinder of this page intentionally left blank)

IN WITNESS WHEREOF, this Lease Purchase Addendum No. One is executed as of the date first written above.

LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Discorporation	Delaware MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: W. J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice President and Chief Financial Officer
STATE OF WASHINGTON	
COUNTY OF KING	
	er, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice n and the individual who executed the foregoing instrument on behalf of such
SUBSCRIBED AND SWORN TO	before me this <u><math>2\frac{G}{L}</math></u> day of December 1993.
	Notary Public in and for the State of Washington residing at wording illc.  My term expires: 2/6/94
STATE OF IDAHO	)
COUNTY OF ADA	) ss. )
Edmund J. Gorman, to me known to be	er, 1993, before me, a Notary Public in and for said state, personally appeared et he Senior Vice President and Chief Financial Officer of the corporation that executed edged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have written.	hereunto set my hand and affixed my official seal, the day and year first above
	Notary Public in and for the State of Idaho residing at
	My term expires:

Lessee Name:	MORRISON KNUDSEN CORPORATION
Equipment Lease No.:	2048193
Dated:	December 29, 1993
Schedule No.:	002
Closing Date:	December 29, 1993

#### 1. Description of Equipment:

One (1) Refurbished SD40M-2 Locomotive serial number 32404 and road number 9049.

#### 2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

#### 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):
  - Combined Single Limit Liability, including bodity injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

## 6. Stipulated Loss Values:

First Year:	107.00%	Sixth Year:	n/a	
Second Year:	105.08%	Seventh Year:	n/a	
Third Year:	102.43%	Eighth Year:	n/a	-
Fourth Year:	99.17%	Ninth Year:	n/a	
Fifth Year:	95.42%	Tenth Year:	n/a	

### 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 002 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lesse hereinabove written.	ee have signed this Schedule as of the day and year first
LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: Lo Sabla C	Ву:
W. S. Stoddard, Vice President	Edmund J. Gorman, Senior Vice President and Chief Financial Officer
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )	
On this Aday of December, 1 me known to be a Vice President of MetL the foregoing instrument on behalf of suc	993, before me personally appeared W. J. Stoddard, to ife Capital Corporation and the individual who executed the corporation.
SUBSCRIBED AND SWORN TO bef	fore me this 28th day of December 1993.
	Notary Public in and for the State of Washington residing at Wood in Uille My term expires: 3/6/96
STATE OF IDAHO ) ss.	
COUNTY OF ADA )	
personally appeared Edmund J. Gorman,	993, before me, a Notary Public in and for said state, to me known to be the Senior Vice President and Chief xecuted the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have her and year first above written.	reunto set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho
	residing at My term expires:

hereinabove written. LESSEE: LESSOR: METLIFE CAPITAL CORPORATION, a MORRISON KNUDSEN CORPORATION, an Delaware corporation Ohio corporation By: W. J. Stoddard, Vice President Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON ) \$5. COUNTY OF KING day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public in and for the State of Idaho My term expires: /

Lessee Name:	MORRISON KNUDSEN CORPORATION
Equipment Lease No.:	2048193
Dated:	December 29, 1993
Schedule No.:	003
Closing Date:	December 29, 1993
=	

## 1. Description of Equipment:

One (1) Refurbished SD40M-2 Locomotive serial number 35729 and road number 9050.

#### 2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

## 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):
  - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

### 6. Stipulated Loss Values:

First Year:	_107.00%	Sixth Year:	n/a
Second Year:	105.08%	Seventh Year:	n/a
Third Year:	102.43%	Eighth Year:	n/a
Fourth Year:	99.17%	Ninth Year:	n/a
Fifth Year:	95.42%	Tenth Year:	n/a

#### 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 003 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee hereinabove written.	nave signed this Schedule as of the day and year first		
LESSOR:	LESSEE:		
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation		
By: W.J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer		
STATE OF WASHINGTON ) ss.  COUNTY OF KING )			
On this <u>Y May</u> of December, 1993 me known to be a Vice President of MetLife the foregoing instrument on behalf of such of SUBSCRIBED AND SWORN TO before	20th		
·	Notary Public in and for the State of Washington residing at Woodinvilu  My term expires: 3/4/95		
STATE OF IDAHO ) ) ss.	7		
COUNTY OF ADA			
On thisday of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.  IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.			
	Notary Public in and for the State of Idaho residing at My term expires:		

hereinabove written. LESSOR: LESSEE: METLIFE CAPITAL CORPORATION, a MORRISON KNUDSEN CORPORATION, an Delaware corporation Ohio corporation By: W. J. Stoddard, Vice President Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON ) ss. **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at My term expires: \_ STATE OF IDAHO ) ss. **COUNTY OF ADA** On this <u>20</u>day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public in and for the State of Idaho residing at My term expires:

Lessee Name:	MORRISON KNUDSEN CORPORATION
Equipment Lease No.;	2048193
Dated:	December 29, 1993
Schedule No.:	004
Closing Date:	December 29, 1993
•	

#### 1. Description of Equipment:

One (1) Refurbished SD40M-2 Locomotive serial number 29874 and road number 9051.

## 2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

#### 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- 5. Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):
  - Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

#### 6. Stipulated Loss Values:

First Year:	107.00%	Sixth Year:	n/a
Second Year:	105.08%	Seventh Year:	n/a
Third Year:	102.43%	Eighth Year:	n/a
Fourth Year:	39.17%	Ninth Year:	r/a
Fifth Year:	95.42%	Tenth Year:	n/a

## 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedula No. 004 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice President and Chief Financial Officer
STATE OF WASHINGTON ) ss. COUNTY OF KING )	
On this day of December, 1 me known to be a Vice President of MetL the foregoing instrument on behalf of suc	993, before me personally appeared W. J. Stoddard, to ife Capital Corporation and the individual who executed h corporation.
SUBSCRIBED AND SWORN TO bef	fore me this $28\%$ day of December 1993.
	Notary Public in and for the State of Washington residing at Washington My term expires: 16/96
STATE OF IDAHO ) ) ss. COUNTY OF ADA )	
On thisday of December, 1 personally appeared Edmund J. Gorman, 1	993, before me, a Notary Public in and for said state, to me known to be the Senior Vice President and Chief executed the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have here and year first above written.	eunto set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho residing at  My term expires:

LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATIO Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By:	By: E Dorma
W. J. Stoddard, Vice Presi	dent Edmund J. Gorman, Senior Vice President and Chief Financial Officer
STATE OF WASHINGTON )	
COUNTY OF KING	ss.
SUBSCRIBED AND SWOK	N TO before me this day of December 1993.
SUBSCRIBED AND SWON	Notary Public in and for the State of Washington residing at
SUBSCRIBED AND SWOK	Notary Public in and for the State of Washington
STATE OF IDAHO )	Notary Public in and for the State of Washington residing at
STATE OF IDAHO )	Notary Public in and for the State of Washington residing at  My term expires:
STATE OF IDAHO ) COUNTY OF ADA ) On this day of Dec	Notary Public in and for the State of Washington residing at  My term expires:  ss.  cember, 1993, before me, a Notary Public in and for said state, Gorman, to me known to be the Senior Vice President and Chief ion that executed the foregoing instrument and acknowledged to me
STATE OF IDAHO  COUNTY OF ADA  On this day of December of the corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corp	Notary Public in and for the State of Washington residing at  My term expires:  ss.  cember, 1993, before me, a Notary Public in and for said state, Gorman, to me known to be the Senior Vice President and Chief ion that executed the foregoing instrument and acknowledged to me
STATE OF IDAHO ) COUNTY OF ADA ) On this day of Decent of the corporation that such corporation executed in the corporation of the the c	Notary Public in and for the State of Washington residing at  My term expires:  ss.  cember, 1993, before me, a Notary Public in and for said state, Gorman, to me known to be the Senior Vice President and Chief ion that executed the foregoing instrument and acknowledged to me the same.
STATE OF IDAHO  COUNTY OF ADA  On this day of December of the corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corporation executed that such corporation executed that such corporation executed the such corp	Notary Public in and for the State of Washington residing at

Lessee Name:	MORRISON KNUDSEN CORPORATION
Equipment Lease No.:	2048193
Dated:	December 29, 1993
Schedule No.:	005
Closing Date:	December 29, 1993
=	

1. Description of Equipment:

One (1) Refurbished SD40M-2 Locomotive serial number 31432 and road number 9052.

2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

#### 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- 5. Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):
  - Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000,00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

## 6. Stipulated Loss Values:

A I MIGGO.				
First Year:	107.00%	Sixth Year:	n/a	
Second Year:	105.08%	Seventh Year:	n/a	
Third Year:	102.43%	Eighth Year:	n/a	
Fourth Year:	99.17%	Ninth Year:	n/a	
Fifth Year:	95,42%	Tenth Year:	n/a	

## 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 005 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

nereinadove written.	
LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: W.J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )	
On this Aday of December, 1993 me known to be a Vice President of MetLife Cothe foregoing instrument on behalf of such co	B, before me personally appeared W. J. Stoddard, to Capital Corporation and the individual who executed orporation.
SUBSCRIBED AND SWORN TO before	me this $28\%$ day of December 1993.
	Notary Public in and for the State of Washington residing at Nocoinville My term expires: 23/6/96
STATE OF IDAHO )	· /
COUNTY OF ADA )	
personally appeared Edmund J. Gorman, to m	B, before me, a Notary Public in and for said state, ne known to be the Senior Vice President and Chief uted the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have hereund and year first above written.	to set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho residing at  My term expires:

hereinabove written. LESSOR: LESSEE: METLIFE CAPITAL CORPORATION, a MORRISON KNUDSEN CORPORATION, an **Delaware** corporation Ohio corporation By: W. J. Stoddard, Vice President Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON ) ) ss. **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this 2 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public ippand for the State of Idaho residing at My term expires:

Eq Dat	MORRISON KNUDSEN CORPORATION  Equipment Lease No.: 2048193 December 29, 1993 Schedule No.: 006 Closing Date: December 29, 1993			
1.	Description of Equipo One (1) Refurbished S	ment: D40M-2 Locomotive:	serial number 37910 a	nd road number 9053.
2	Location of Equipmen The Equipment is rollin notice to Lessor, in Ca	g stock to be used th	roughout the United S	tates and, with
3.	Total Equipment Cos	t: \$550,000.00		
<b>4. 5.</b>	The total sum of \$275, payable commencing of insurance Required (	on June 29, 1994 and All policies to require	l at semi-annual interva	als thereafter.
	not less than \$5,0 b. All risk physical d value of the Equi	Limit Liability, includ 200,000.00 naming L amage, including but oment, based on the	ing bodily injury and pressor as additional insurgiary and theft, for the original equipment costing Lessor as loss par	ured. full replacement of \$550,000.00
6.	Stipulated Loss Valu			
	First Year		_ Sixth Year:	n/a
	Second Year		_ Seventh Year:	
	Third Year		Eighth Year:	r/a
	Fourth Year		_ Ninth Year:	n/a
	Fifth Year	95.42%	Tenth Year:	n/a

7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 006 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

nerembove written.	
LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: W. J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer
STATE OF WASHINGTON ) ss. COUNTY OF KING )	
On this day of December, 1993 me known to be a Vice President of MetLife Countries the foregoing instrument on behalf of such co	, before me personally appeared W. J. Stoddard, to Capital Corporation and the individual who executed proporation.
SUBSCRIBED AND SWORN TO before I	me this ${rac{{\cal S}^{\prime}}{{\cal M}}}$ day of December 1993.
	Notary Public in and for the State of Washington residing at Woodinuith.  My term expires:
STATE OF IDAHO ) ss. COUNTY OF ADA )	, ,
personally appeared Edmund J. Gorman, to m	s, before me, a Notary Public in and for said state, the known to be the Senior Vice President and Chief arted the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have hereunt and year first above written.	to set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho residing at  My term expires:

hereinabove written. LESSEE: LESSOR: MORRISON KNUDSEN CORPORATION, an METLIFE CAPITAL CORPORATION, a Ohio corporation **Delaware** corporation By: By: Edmund J. Gorman, Senior Vice W. J. Stoddard, Vice President President and Chief Financial Officer STATE OF WASHINGTON ) ss. **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at \_ My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this Dodge day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. residing at \_ My term expires:

Lessee Name:	MORRISON KNUDSEN CORPORATION
Equipment Lease No.:	2048193
Dated:	December 29, 1993
Schedule No.:	007
Closing Date:	December 29, 1993
•	

## 1. Description of Equipment:

One (1) Returbished SD40M-2 Locomotive serial number 31433 and road number 9054.

## 2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

### 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.97 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- Insurance Required (All policies to require at tasse 10 days' notice of cancellation to Lessor);
  - Combined Single Limit L'ability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

## 6. Stipulated Loss Values:

Itam Page 181860'				
First Year:	107.00%	Sixth Year:	_r√a	
Second Year:	105.08%	Seventh Year:	n/a	
Third Year:	102.43%	Eighth Year:	n/a	
Fourth Year:	99.17%	Ninth Year:	r/a	
Fifth Year:	95.42%	Tenth Year:	n/a	

### 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 007 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessor and Lessor written.	essee have signed this Schedule as of the day and year first
LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: W.J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )	
On this $287$ day of December me known to be a Vice President of M the foregoing instrument on behalf of	r, 1993, before me personally appeared W. J. Stoddard, to letLife Capital Corporation and the individual who executed such corporation.
SUBSCRIBED AND SWORN TO	before me this $28\%$ day of December 1993.
	Notary Public in and for the State of Washington residing at \(\text{\ti}\text{\texi{\text{\texi{\texi{\text{\texi}\text{\text{\texi{\text{\texi{\text{\texi{\texi{\texi{\texi
STATE OF IDAHO )	, ,
COUNTY OF ADA ) ss.	
personally appeared Edmund J. Gorma	r, 1993, before me, a Notary Public in and for said state, in, to me known to be the Senior Vice President and Chief at executed the foregoing instrument and acknowledged to me me.
IN WITNESS WHEREOF, I have and year first above written.	hereunto set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho residing at  My term expires:

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written. LESSEE: LESSOR: MORRISON KNUDSEN CORPORATION, an METLIFE CAPITAL CORPORATION, a Ohio corporation Delaware corporation Edmund J. Gorman, Senior Vice W. J. Stoddard, Vice President President and Chief Financial Officer STATE OF WASHINGTON **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

> residing at \_\_\_\_\_\_\_ My term expires: \_

Lossee Name:

MORRISON KNUDSEN CORPORATION

Equipment Lease No.: Dated: Schedule No.: Closing Date:		2048193		
		December 29, 1993		
		1.	Description of Equip One (1) Refurbished S	
2	Location of Equipment The Equipment is rolling notice to Lessor, in Ca	ng stock to be used t	hroughout the United S	tates and, with
3.	Total Equipment Cos	t: \$550,000.00		
4.	The total sum of \$275.		installments of \$27,598 d at semi-annual interven	
5.	cancellation to Lessor a. Combined Single	: Limit Liability, includ	a at lease 10 days' notice ling bodily injury and processor as additional inst	operty damage, of
	b. All risk physical o value of the Equi	lamage, including bu pment, based on the	rglary and theft, for the original equipment coe ming Lessor as loss pa	full replacement t of \$550,000.00
6.	Stipulated Loss Valu	es:		
0.		107.00%	Sixth Year:	
<b>D</b> .	First Year		_ • • • • • • • • • • • • • • • • • • •	n⁄a
<b>D</b> .	First Year Second Year	105,08%	Seventh Year:	n/a
ъ.	Second Year Third Year	: 105.08% : 102.43%	Seventh Year: Eighth Year:	n/a n/a
ъ.	Second Year	: 105.08% : 102.43% : 99.17%	Seventh Year:	n/a

Accepted and agreed this 29th day of December, 1993 as Schedule No. 008 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

counterpart, when taken together, to be viewed as a single agreement.

IN WITNESS WHEREOF, Lessor and hereinabove written.	d Lessee have signed this Schedule as of the day and year first		
LESSOR:	LESSEE:		
METLIFE CAPITAL CORPORATION, Delaware corporation	, a MORRISON KNUDSEN CORPORATION, an Ohio corporation		
By: W. J. Stoddard, Vice Preside	By:  Int Edmund J. Gorman, Senior Vice  President and Chief Financial Officer		
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )			
On this Aday of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.  SUBSCRIBED AND SWORN TO before me this			
	Notary Public in and for the State of Washington residing at Woodinuite My term expires: 3/6/96		
STATE OF IDAHO )	//		
COUNTY OF ADA )			
On thisday of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.			
IN WITNESS WHEREOF, I ha and year first above written.	eve hereunto set my hand and affixed my official seal, the day		
	Notary Public in and for the State of Idaho residing at My term expires:		

hereinabove written. LESSEE: LESSOR: MORRISON KNUDSEN CORPORATION, an METLIFE CAPITAL CORPORATION, a Ohio corporation **Delaware corporation** By: By: Edmund J. Gorman, Senior Vice W. J. Stoddard, Vice President President and Chief Financial Officer STATE OF WASHINGTON **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public in and for residing at My term expires

Lessee Name:	MORRISON KNUDSEN CORPORATION	
Equipment Lease No.:	2048193	
Dated:	December 29, 1993	
Schedule No.:	009	
Closing Date:	December 29, 1993	
~		

#### 1. Description of Equipment:

One (1) Refurbished SD40M-2 Locomotive serial number 33780and road number 9056.

#### 2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

#### 4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor);
  - Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

## 6. Stipulated Loss Values:

FAG FA00 14:200:				
First Year:	107.00%	Sixth Year:	n/a	_
Second Year:	105.08%	Seventh Year:	n/a	_
Third Year:	102.43%	Eighth Year:	n/a	_
Fourth Year:	99.17%	Ninth Year:	n/a	
Fifth Year:	95.42%	Tenth Year.	n/a	_

## 7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 009 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

hereinabove written. LESSOR: LESSEE: METLIFE CAPITAL CORPORATION, a MORRISON KNUDSEN CORPORATION, an Delaware corporation Ohio corporation By: Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON ) ss. COUNTY OF KING ) On this 25th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this 28th day of December 1993. Notary Public in and for the State of Washington My term expires: STATE OF IDAHO ) ss. COUNTY OF ADA day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public in and for the State of Idaho residing at \_

My term expires:

hereinabove written. LESSEE: LESSOR: MORRISON KNUDSEN CORPORATION, an METLIFE CAPITAL CORPORATION, a Ohio corporation Delaware corporation By: Edmund J. Gorman, Senior Vice W. J. Stoddard, Vice President President and Chief Financial Officer STATE OF WASHINGTON **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at \_ My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. Notary Public in and for the State of Idaho My term expirés:

MORRISON KNUDSEN CORPORATION
2048193
Decamber 29, 1993
010
December 29, 1993

1. Description of Equipment:

One (1) Refurbished SD49M-2 Locomotive serial number 31435 and road number 9057.

2 Location of Equipment:.

The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

3. Total Equipment Cost: \$550,000.00

4. Periodic Rent:

The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.

- 5. Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):
  - a. Combined Single Limit Liability, including bedily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
  - b. All risk physical damage, including burgary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.

6. Stipulated Loss Values:

First Year:	107.00%	Sixth Year:	n/a	
Second Year	105.08%	Seventh Year:	n/a	
Third Year:	102.43%	Eighth Year:	n/a	
Fourth Year:	99.17%	Ninth Year:	n/a	
Fifth Year:	95.42%	Tenth Year.	n/a	

7. Counterparts:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 010 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee hereinabove written.	nave signed this Schedule as of the day and year first			
LESSOR:	LESSEE:			
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation			
By: W. J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer			
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )				
On this Ash day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.  SUBSCRIBED AND SWORN TO before me this Ash day of December 1993.				
	Notary Public in and for the State of Washington residing at 100000000000000000000000000000000000			
STATE OF IDAHO )	//			
COUNTY OF ADA ) ss.				
On thisday of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.				
IN WITNESS WHEREOF, I have hereur and year first above written.	nto set my hand and affixed my official seal, the day			
	Notary Public in and for the State of Idaho residing at  My term expires:			

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written. LESSEE: LESSOR: MORRISON KNUDSEN CORPORATION, an METLIFE CAPITAL CORPORATION, a Ohio corporation Delaware corporation W. J. Stoddard, Vice President Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at \_ My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. residing at My term expires:

IN WITNESS WHEREOF, this Lease Purchase Addendum No. One is executed as of the date first written above.

LESSOR:	LESSEE:		
METLIFE CAPITAL CORPORATION, a Delawara corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation		
By: W. J. Stoddard, Vice President	By: Edmeind J. Gorman, Senior Vice President and Chief Financial Officer		
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )			
	e me personally appeared W. J. Stoddard, to me known to be a Vice dual who executed the foregoing instrument on behalf of such		
SUBSCRIBED AND SWORN TO before me this	day of December 1993.		
	Notary Public in and for the State of Washington		
	residing at My term expires:		
STATE OF IDAHO ) ) ss. COUNTY OF ADA )			
On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.			
	y hand and affixed my official seal, the day and year first above		
written.	Notary Public in and for the State of Idaho residing at		

MORRISON KNUDSEN CORPORATION

Equipment Lease No.: Dated: Schedule No.: Closing Date:		2048193		
		December 29, 1993 001		
1.	Description of Equipone (1) Refurbished		serial number 32968 at	nd road number 9048
2 Location of Equipment:. The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.				ates and, with
3.	Total Equipment Co	st: \$550,000.00		
4.	The total sum of \$275		installments of \$27,598 d at semi-annual interva	· · · · · · · · · · · · · · · · · · ·
5.	Insurance Required cancellation to Lesso	• •	e at lease 10 days' notic	e of
			ling bodily injury and pro essor as additional insu	
	value of the Equ	ipment, based on the	rglary and theft, for the original equipment cost ming Lessor as loss pay	of \$550,000.00
6.	Stipulated Loss Val	ues:		
	First Yea	r: <u>107,00%</u>	Sixth Year:	n/a
	Second Yea	r: <u>105.08%</u>	Seventh Year:	n√a
	Third Yea		_ Eighth Year:	n/a
	Fourth Yea		Ninth Year:	n/a
	Fifth Yea	r: <u>95,42%</u>	Tenth Year:	n/a

7. Counterparts:

Lessee Name:

This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 001 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

Hereinabove written.	
LESSOR:	LESSEE:
METLIFE CAPITAL CORPORATION, a Delaware corporation	MORRISON KNUDSEN CORPORATION, an Ohio corporation
By: W. J. Stoddard, Vice President	By:  Edmund J. Gorman, Senior Vice  President and Chief Financial Officer
STATE OF WASHINGTON ) ) ss. COUNTY OF KING )	
On this Aday of December, 1993, me known to be a Vice President of MetLife Co	before me personally appeared W. J. Stoddard, to apital Corporation and the individual who executed poration.
SUBSCRIBED AND SWORN TO before n	ne this $28\%$ day of December 1993.
	Notary Public in and for the State of Washington residing at \(\int\text{\int}\int
STATE OF IDAHO	′/
COUNTY OF ADA ) ss.	
personally appeared Edmund J. Gorman, to me	before me, a Notary Public in and for said state, a known to be the Senior Vice President and Chief and the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have hereunto and year first above written.	o set my hand and affixed my official seal, the day
	Notary Public in and for the State of Idaho residing at  My term expires:

hereinabove written. LESSOR: LESSEE: METLIFE CAPITAL CORPORATION, a MORRISON KNUDSEN CORPORATION, an Delaware corporation Ohio corporation W. J. Stoddard, Vice President Edmund J. Gorman, Senior Vice President and Chief Financial Officer STATE OF WASHINGTON ) ss. **COUNTY OF KING** day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation. SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of December 1993. Notary Public in and for the State of Washington residing at \_ My term expires: STATE OF IDAHO ) ss. **COUNTY OF ADA** On this Zoday of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written. residing at My term expires: